

STATE OF  
NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASE AND CONTRACT  
RALEIGH, NC

## CONTRACT CERTIFICATION

**THIS IS NOT A PURCHASE ORDER!**

**BID/FILE NUMBER: 201101639**

**THIS BID NUMBER MUST BE SHOWN ON  
YOUR PURCHASE ORDER.**

**TO:** Jennifer Jackson  
DEPARTMENT - Crime Control and Public Safety  
Raleigh, NC 27699

**DATE:** February 23, 2012  
**REQUISITION NO:** PR11209426  
**TERMS:** Net  
**DELIVERY:** as specified

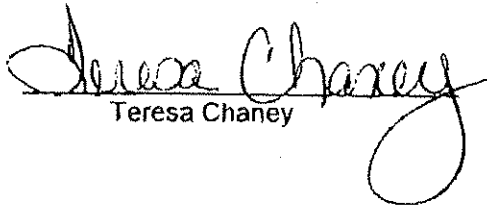
In accordance with the requirements of General Statutes 143-52 and 143-53, we certify contract on the items listed below to be ordered by you. Issue orders immediately direct to the Vendor listed, giving complete shipping instructions. Order only the item(s) listed and in the quantity(ies) shown. Price(s) includes delivery to destination. Read the contract in its entirety including the attached General Contract Terms and Conditions to be aware of any action necessary on your part.

**COMMODITY NO:** 390-91

**BOTTLED WATER** per the terms and conditions of the attached contract Approx. usage \$296,685.50

**THIS IS AN AGENCY SPECIFIC TERM CONTRACT TO BE USED IN A DISASTER. THIS TERM SHALL BE FROM DATE OF AWARD THRU FEBRUARY 22, 2013. AT THE STATE'S OPTION, IT MAY BE RENEWED IN TWO ADDITIONAL 12-MONTH INCREMENTS.**

**VENDOR:**  
ATLANTIC BEVERAGE COMPANY  
Attention: ELLIOT BRAUN  
3775 PARK AVENUE  
EDISON, NJ 08820

  
Teresa Chaney

### INSTRUCTIONS TO VENDORS:

1. **THIS IS NOT A PURCHASE ORDER.** Do not make shipment until you have received an official order from the using agency.
2. Invoices should be made out to the using agency and forwarded direct to them for payment.
3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
4. Applicable North Carolina sales and use tax shall be added to invoices as a separate item.
5. Please note the contract award description above; the contract awarded to you may be a portion of the contract rather than the complete contract.



<b>STATE OF NORTH CAROLINA</b> <b>NC Department of Administration</b> <b>Division of Purchase and Contract</b>		<b>INVITATION FOR BIDS NO. 201101639</b>	
		Bids will be publicly opened: December 12, 2011	
		Contract Type: <b>AGENCY SPECIFIC TERM CONTRACT</b>	
<b>Refer <u>ALL</u> Inquiries to:</b> Teresa Chaney Telephone No. 919-807-4540		Commodity: Bottled Water	
E-Mail: <a href="mailto:teresa.chaney@doa.nc.gov">teresa.chaney@doa.nc.gov</a>		Using Agency Name: DEPARTMENT - Crime Control P.S.	
(See page 2 for mailing instructions.)		Agency Requisition No.: PR11209426	
INTERNET ADDRESS: <a href="http://www.pandc.nc.gov/">http://www.pandc.nc.gov/</a>			

### NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (116 W. Jones St., Raleigh, NC) until **2 o'clock p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

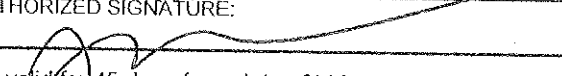
Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

Please review the new additions to the Instructions to Bidders, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject bidder's bid to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions to Bidders, which are required to implement Executive Order 50.

### EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: <b>ATLANTIC BEVERAGE COMPANY</b>			
STREET ADDRESS: <b>3775 Park Ave</b>		P.O. BOX:	ZIP: <b>08820</b>
CITY & STATE & ZIP: <b>EDISON NJ</b>		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):			
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.			
PRINT NAME & TITLE OF PERSON SIGNING: <b>ELLIOT BRAUN</b>		FAX NUMBER: <b>(732) 848-5848</b>	
AUTHORIZED SIGNATURE: 	DATE: <b>1/11/12</b>	E-MAIL: <b>elliott.braun@atlanticbeverageco.com</b>	

Offer valid for 45 days from date of bid opening unless otherwise stated here: \_\_\_\_ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: \_\_\_\_ % \_\_\_\_ days (See Instructions to Bidders, Item 7).

### ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<b>FOR STATE USE ONLY</b>	
Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,	
by _____	(Authorized representative of the Division of Purchase and Contract).

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

**MAILING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY)</u>	<u>DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)</u>
BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET Room 4062 4 <sup>th</sup> Flr. RALEIGH NC 27603-8002

\*\*\*\*\*SPECIAL NOTE – PLEASE READ\*\*\*\*\*

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.

**TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored. .

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.

**EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):**

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

Executive Order #50 applies to procurements from the Governor's Office, Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation), Universities

and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

ALL BIDDERS (RESIDENT AND NONRESIDENT) MUST ANSWER THE FOLLOWING QUESTION:

1. Bidder is a resident of North Carolina as defined in G.S. § 143-59:

(Bidder may be deemed a nonresident bidder, if it failed to circle any choice.)

YES	NO
(circle one)	

ALL RESIDENT BIDDERS REQUESTING A PRICE-MATCHING PREFERENCE MUST ANSWER THE FOLLOWING QUESTION AND MUST COMPLETE "RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50", WHICH IS BELOW AFTER QUESTION 2. AS STATED ABOVE AND PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, A RESIDENT BIDDER ANSWERING "YES" TO THE QUESTION BELOW AND IS QUALIFIED FOR THE PRICE-MATCHING PREFERENCE WILL BE GIVEN AN OPPORTUNITY TO ACCEPT OR DECLINE THE CONTRACT AWARD WITHIN THE SPECIFIED PERIOD OF TIME.

2. Resident Bidder requests the price-matching preference:

(Bidder shall be deemed not to have requested the preference, if it failed to circle any choice and did not complete the Resident Bidder's Certification. If a Bidder failed to circle a choice above and completed and notarized the Bidder's Certification, then it will have been deemed to have responded YES to the above question.)

YES	NO
(circle one)	

**RESIDENT BIDDER'S CERTIFICATION FOR  
PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50**

NOTICE: The Price-Matching Preference will only be given to bidders that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the bidder and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any required attachments.

Affidavit of \_\_\_\_\_ (name of resident bidder, hereinafter the "Bidder")

**PART I**

Please check the box applicable to the Bidder's business in order for the Bidder to be considered for the price-matching preference established by Executive Order #50 and North Carolina General Statute § 143-59(c)(1).

- ☐ I hereby certify that the Bidder paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.

**OR**

- ☐ I hereby certify that the Bidder paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

**AND**

**PART II**

1. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(1), in that, Bidder's principal place of business is located in North Carolina.

YES / NO (circle one)
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- A. **Business Type** (circle one of the following): CORPORATION (ALL TYPES); LIMITED LIABILITY COMPANY; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP; SOLE PROPRIETORSHIP; INDIVIDUAL; UNINCORPORATED ASSOCIATION; OR OTHER.

- B. Provide address of principal place of business/principal office in North Carolina:

\_\_\_\_\_  
Street Address (no P.O. Box number)

\_\_\_\_\_  
City, State, Zip Code

Is the above address the location of Bidder's headquarters? YES / NO (circle one)

If Bidder has a public website, provide the link/address: \_\_\_\_\_

- C. **ATTACH A COPY OF BIDDER'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Bidder's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Bidder).

**OR** (check the box below)

☐

Bidder certifies that its business is not required to make filings with the North Carolina Secretary of State.

2. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(3), in that, Bidder directs or manages its trade or business from its principal place of business in North Carolina.

YES / NO (circle one)
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- A. State the number of Bidder's employees that work at the North Carolina principal place of business:

- B. State the total number of employees in Bidder's entire workforce:

- C. Briefly describe in the box below how Bidder manages or directs its business or trade from its North Carolina principal place of business:

IF BIDDER DESIRES TO KEEP CONFIDENTIAL ITS ANSWERS TO QUESTION 2.A, B AND C ABOVE PURSUANT TO PARAGRAPH 17 OF THE INSTRUCTIONS TO BIDDERS, THEN PLEASE CIRCLE YES OR NO IN THE BOX. IF BIDDER FAILS TO CIRCLE YES FOR ANY REASON, THEN BIDDER'S ANSWERS MAY BE SUBJECT TO PUBLIC DISCLOSURE.

YES / NO
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**PART III**

By executing this affidavit, the Bidder agrees to provide any additional information or documentation requested by the State (during the procurement process seeking clarification of the request for the Price-Matching Preference or after contract award to resolve any bid protest) to confirm the above certifications and statements within five (5) business days of request (including tax filings in North Carolina, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes, and any other documentation that may establish Bidder's principal place of business in North Carolina, including but not limited to information regarding the amount of income and unemployment taxes paid to other states and number of employees in North Carolina and number of employees in other states). Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. Bidder further understands and agrees that if Bidder fails to provide the State with the additional information and documentation within five (5) business days of the request; or the State determines that certifications or information in this Affidavit are false at any time after the contract is awarded to Bidder, the State may:

- (1) Cancel the Bidder's contract and/or purchase order that was awarded based on the price-matching preference and Bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

The undersigned hereby certifies that he or she has read this certification and is an officer, member, partner, owner or such managing employee of the Bidder (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Bidder to the certifications, statements and agreements herein.

Name of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires \_\_\_\_\_

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**E-PROCUREMENT:** This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions. The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's statewide e-procurement initiative. It is the offeror's responsibility to read these terms and conditions carefully and considers them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: <http://eprocurement.nc.gov>

**PAST DUE E-PROCUREMENT FEES:** A vendor's E-procurement accounts currently has/have or had a balance 91 days or more past due, such past due status shall be considered in the contract award process.

**DEBARMENT CERTIFICATION:** By signing the execution page, bidder certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

**CLARIFICATIONS AND QUESTIONS:**

Bidder is to notify purchaser in writing by email to [teresa.chaney@doa.nc.gov](mailto:teresa.chaney@doa.nc.gov), at least 3 consecutive State business days before bid opening (by December 7, 2011) if bidder believes: 1) there may be an error in specifications, 2) if bidder is uncertain about the intent of a specific requirement/specification, terms and conditions including instructions to bidders or 3) if bidder has general questions. Questions submitted less than 5 consecutive State business days before the bid opening date may not be addressed. If necessary, the State will prepare written responses to all written questions submitted and addenda to this IFB will be posted to the Interactive Purchasing System (IPS- <http://www.ncpandc.gov/>, click IPS bids, search by bid number), containing all questions and responses. Bidders supplying questions will not be identified in addenda, only the corresponding answers will be posted. Oral answers by any agent or representative of the State are not binding on the State. It is the bidders responsibility to review all addenda to this IFB and, if need be, sign and return addenda with the bidder's response.

**SCOPE:** This is an Agency Specific Term Contract for use by the agency specified herein from date of award for 36 months. Quantities are estimates and the State is only responsible for items ordered and received. No quantities are guaranteed, the amounts listed herein are only estimates for any given disaster. The right is reserved to extend this contract for an additional 30 days (after the final expiration date) if needed, to allow time for a new agency specific contract to become effective.

**TRANSPORTATION CHARGES:** **FOB DESTINATION.** All transportation charges, including freight, handling and distribution charges, shall be included in your offered price(s).

**USER:** NC Department of Crime Control & Public Safety, Division of Emergency Management.

**NOTICE TO BIDDERS:**

Bidders are **NOT** authorized to contact the Using Agency directly at any time during the formal bidding process. Failure to comply with this requirement will result in the rejection of your bid. No Exceptions.

**SHIPMENT:** The purchase order number must be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing list must accompany each shipment.

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**BID DISQUALIFICATION:** This section is crucial in the bidding, bid evaluation, and award process. All bidders should read and understand the following:

1. By taking deviations of any nature or magnitude to any requirement contained in this Invitation for Bid, you are risking disqualification of your bid. This is due in part to legal considerations concerning contract award. Depending on circumstances, it may or may not be possible for the State to award to a bid with deviations.
2. If you cannot fully meet all requirements contained in this Invitation for Bid, you are urged to email purchaser named above as soon as possible, but in all cases before bid opening date. This may allow the State to consider your deviation(s) and, if feasible, to release an Invitation for Bid addendum modifying the requirements concerned.

**BID EVALUATION:** Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. The State reserves the right to reject any bid on the basis of function, compatibility with user's intended use or applications as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

**AWARD CRITERIA:** As provided by Statute, award will be based on the lowest and best bid(s) (most advantageous to the State) as determined by consideration of:

- 1) Price
- 2) Quality of item offered
- 3) General reputation and performance capabilities of bidder
- 4) Suitability of item(s) for intended use
- 5) Conformity with intent of specifications herein
- 6) Guaranteed delivery schedule
- 7) Evaluation of samples, if required

**AWARD OF CONTRACT:** The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by the State to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that item(s) offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by the State that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

**DEBARMENT CERTIFICATION:** The bidder certifies that to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency, as specifically addressed in Federal Acquisition Regulations, Subpart 9.4.



FURNISH & DELIVER LINE ITEM NUMBER 1:

QTY. / UOM	DESCRIPTION
466,560 Each	20-OZ. BOTTLES OF WATER

VENDOR OFFERING	TO BE COMPLETED BY VENDOR (NOTE: "As Specified" is not an acceptable response. Please state the Manufacturer and Model Number being offered.)
MFR.:	NIRVANA
BRAND/MODEL#:	122990 NIRVANA
UPC	642524-122990
PRICE PER BOTTLE	\$ .2267
PRICE PER CASE	\$ 5.44
DISCOUNT IF FOB	VENDOR DOCK: \$
TOTAL:	105769.15

NOTE:

BIDDER IS CAUTIONED THAT WHEN RESPONDING TO ANY QUESTIONNAIRE WITHIN THIS BID DOCUMENT THEY ARE TO BE SPECIFIC IN THEIR RESPONSE. SUBMITTING A "YES"/ "NO" OR "MEETS" ANSWER MAY OR MAY NOT BE SUFFICIENT IN EVALUATING THE BID DEPENDING UNLESS A YES/ NO OR MEETS RESPONSE IS REQUESTED. FAILURE TO GIVE SPECIFIC ANSWERS MAY SUBJECT YOUR BID TO REJECTION AS BEING INCOMPLETE.

VENDOR RESPONSE COLUMNS LEFT BLANK WILL SUBJECT YOUR BID TO REJECTION.

AGENCY REQUIREMENTS	VENDOR RESPONSE
Water, bottles, 20 ounce, in non-breakable, non-returnable, recyclable containers suitable for human use and consumption, from any potable water source, and without additives of any sort.	YES
Shelf life of bottle and water upon the delivery shall be certified by the vendor for a minimum of three (3) years.	YES
Individual bottles packaged in corrugated cardboard cases, or corrugated cardboard base trays and heat shrink plastic sealed suitable for carrying and stacking on a standard pallet. Containers must hold up from being compacted by stacking for long term storage in a warehouse environment.	YES
Cases palletized on a standard pallet of 40" x 48", and each case clearly and visibly marked with lot number.	YES
Palletized water must be able to be double stacked, <u>double</u> (not single) machine stretch wrapped using 80-110 gauge clear polypropylene material at a tension of 0.20 or greater suitable for shipping and handling and movement by standard material handling equipment.	YES
Each pallet shall be visibly marked on two sides with a label denoting the manufacturer's lot number of the water on the pallet, and the total number of gallons (US) on the pallet.	YES
<u>DELIVERY:</u> Will be requested on as needed basis by Emergency Management	YES

ANSWER ALL DEVIATIONS:FURNISH & DELIVER LINE ITEM NUMBER 2: :

QTY. / UOM	DESCRIPTION
249,480 Each	1-LITER BOTTLES OF WATER

VENDOR OFFERING	TO BE COMPLETED BY VENDOR (NOTE: "As Specified" is not an acceptable response. Please state the Manufacturer and Model Number being offered.)
MFR.:	NIRVANA
BRAND/MODEL#:	NIRVANA
UPC	642524 - 122693
PRICE PER BOTTLE	\$ .4092
PRICE PER CASE	\$ 4.91
DISCOUNT IF FOB	VENDOR DOCK: \$
TOTAL:	102087.22

NOTE:

BIDDER IS CAUTIONED THAT WHEN RESPONDING TO ANY QUESTIONNAIRE WITHIN THIS BID DOCUMENT THEY ARE TO BE SPECIFIC IN THEIR RESPONSE. SUBMITTING A "YES"/ "NO" OR "MEETS" ANSWER MAY OR MAY NOT BE SUFFICIENT IN EVALUATING THE BID DEPENDING UNLESS A YES/ NO OR MEETS RESPONSE IS REQUESTED. FAILURE TO GIVE SPECIFIC ANSWERS MAY SUBJECT YOUR BID TO REJECTION AS BEING INCOMPLETE.

VENDOR RESPONSE COLUMNS LEFT BLANK WILL SUBJECT YOUR BID TO REJECTION.

AGENCY REQUIREMENTS	VENDOR RESPONSE
Water, bottles, 1 Liter, in non-breakable, non-returnable, recyclable containers suitable for human use and consumption, from any potable water source, and without additives of any sort.	YES
Shelf life of bottle and water upon the delivery shall be certified by the vendor for a minimum of three (3) years.	YES
Individual bottles packaged in corrugated cardboard cases, or corrugated cardboard base trays and heat shrink plastic sealed suitable for carrying and stacking on a standard pallet. Containers must hold up from being compacted by stacking for long term storage in a warehouse environment.	YES
Cases palletized on a standard pallet of 40" x 48", and each case clearly and visibly marked with lot number.	YES
Palletized water must be able to be double stacked, <u>double</u> (not single) machine stretch wrapped using 80-110 gauge clear polypropylene material at a tension of 0.20 or greater suitable for shipping and handling and movement by standard material handling equipment.	YES
Each pallet shall be visibly marked on two sides with a label denoting the manufacturer's lot number of the water on the pallet, and the total number of gallons (US) on the pallet.	YES
<u>DELIVERY:</u> Purchase Orders will be issued on as needed basis by Emergency Management	YES

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**ANSWER ALL DEVIATIONS:**

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**SCOPE OF CONTRACT**

1. **Overview:** It is the intent of the Division of Emergency Management to seek and award vendors that can furnish and deliver bottled water before, during, or after an emergency or disaster. It is the State's intent to make multiple awards pursuant to this IFB. The State anticipates that no single vendor will have sufficient inventory to meet the requirements of a large scale or catastrophic disaster.
2. **Quantities:** Quantities referenced in this document represent the best available estimates of the State's requirements. However, each emergency is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from purchasing additional supplies from non-contract sources, nor shall it be construed to require the State to purchase quantities of water below or beyond its actual requirements. It is anticipated that the State will require up to thirty (30) trailer loads of bottled water per day beginning approximately one day after an emergency is declared.
3. **Specifications:**
  - a. **Bottled Water, 20 oz. Bottles**
    - i. Water, bottled, 20 ounce, in non-breakable, non-returnable, recyclable containers suitable for human use and consumption, from any potable water source, and without additives of any sort.
    - ii. Shelf life of bottle and water upon the delivery shall be certified by the vendor for a minimum of three (3) years.
    - iii. Individual bottles packaged in corrugated cardboard cases, or corrugated cardboard base trays and heat shrink plastic sealed suitable for carrying and stacking on a standard pallet. Containers must hold up from being compacted by stacking for long term storage in a warehouse environment.
    - iv. Cases palletized on a standard pallet of 40" x 48", and each case clearly and visibly marked with lot number.
    - v. Palletized water must be able to be double stacked, **double** (not single) machine stretch wrapped using 80-110 gauge clear polypropylene material at a tension of 0.20 or greater suitable for shipping and handling and movement by standard material handling equipment.
    - vi. Each pallet shall be visibly marked on two sides with a label denoting the manufacturer's lot number of the water on the pallet, and the total number of gallons (US) on the pallet.
  - b. **Bottled Water, 1 Liter (US) Bottles**
    - i. Water, bottled, 1 Liter (US), in non-breakable, non-returnable, recyclable containers suitable for human use and consumption, from any potable water source, and without additives of any sort.
    - ii. Shelf life of bottle and water upon the delivery shall be certified by the vendor for a minimum of three (3) years.
    - iii. Individual bottles packaged in corrugated cardboard cases, or corrugated cardboard base trays and heat shrink plastic sealed suitable for carrying and stacking on a standard pallet. Containers must hold up from being compacted by stacking for long term storage in a warehouse environment.
    - iv. Cases palletized on a standard pallet of 40" x 48", and each case clearly and visibly marked with lot number.
    - v. Palletized water must be able to be double stacked, **double** (not single) machine stretch wrapped using 80-110 gauge clear polypropylene material at a tension of 0.20 or greater suitable for shipping and handling and movement by standard material handling equipment.
    - vi. Each pallet shall be visibly marked on two sides with a label denoting the manufacturer's lot number of the water on the pallet, and the total number of gallons (US) on the pallet.

**c. Trailer Loading and Bill of Laden**

- i. Palletized water shall be loaded so the main open pallet slots are facing the length of the trailer and are not turned sideways. End points may not have a fork lift, and pallets may have to be unloaded using a pallet jack.
- ii. Pallets are to be alternate side placed – that is two pallets loaded on the right wall of the trailer, then two pallets loaded on the left wall of the trailer – to prevent load shifting and package breaching during transport. In lieu of alternate side placement the vendor may, at no additional cost to the State, use other load stabilization devices such as empty pallets or dunnage bags to prevent load shifting during transport. Such load stabilization devices will not be returned to the vendor.
- iii. Bill of Laden shall list the total number of pallets on the trailer broken down with the counts for each lot number (e.g. Lot 123 – 10 pallets, Lot 234 – 8 pallets).

**4. Technical Information Required:** The vendor shall complete appropriate portions below in order for the State to evaluate vendor's technical approach to meeting the needs of the State and this contract. If additional space is needed, vendor will attach detailed information in the bid package.

**a. 20 oz. Bottles (fill out if bidding this line)**

- i. Number of bottles per case: 24
- ii. Total number cases per pallet: 54
- iii. Total gallons (US) per pallet: 202
- iv. Dimensions of one pallet: 40x48x56.50 (HIGH)
- v. Can these pallets be stacked? YES
- vi. How high? 2
- vii. Total weight per pallet (including pallet): 1851
- viii. Total number of pallets legally loaded on one 48' trailer: 22

**b. 1 Liter (US) Bottles (fill out if bidding this line)**

- i. Number of bottles per case: 12
- ii. Total number cases per pallet: 60
- iii. Total gallons (US) per pallet: 185
- iv. Dimensions of one pallet: 40x48x56.25
- v. Can these pallets be stacked? YES
- vi. How high? 2
- vii. Total weight per pallet (including pallet): 1738
- viii. Total number of pallets legally loaded on one 48' trailer: 24

## c. Manufacturing

- i. Address ONE NIRVANA PLAZA  
FOREST PORT NY 13338
- ii. Number of Production Lines 3
- iii. Amount of 20 oz. bottles per day 311,040
- iv. Amount of 1 Liter bottles per day 187,200
- v. Number of pallets 20 oz. bottles available within 24 hours 120
- vi. Number of pallets 20 oz. bottles available within 48 hours 240
- vii. Number of pallets 20 oz. bottles available within 72 hours 360
- viii. Number of pallets 20 oz. bottles available after 72 hours 480 +
- ix. Number of pallets 1 L bottles available within 24 hours 120
- x. Number of pallets 1 L bottles available within 48 hours 240
- xi. Number of pallets 1 L bottles available within 72 hours 360
- xii. Number of pallets 1 L bottles available after 72 hours 480 +

## d. Distribution Sites

- i. The vendor will attach a list of all distribution sites in the State of North Carolina and contiguous states to its bid package. The list shall include the number of loading docks at each site, and average daily quantity in pallets available at each site.
- ii. Average number of trucks available for daily delivery 100

## e. Hours of Operation

- i. Normal hours of operation 24/7
- ii. Are you willing to furnish and deliver water outside of your normal hours of operation?  
YES

## f. Contact Information

## i. Vendor contract administrator:

Name ELLIOT BRAUN

Telephone 908-413-3352

E-Mail elliott.braun@atlantichewageco.com

DARYA RAFIZADEH  
845-551-2651

DRAFIZ@NIRVANAWATER.COM

## ii. Vendor 24/7 emergency contact:

Name SAME

SAME

Telephone

SAME

E-Mail \_\_\_\_\_

**5. Recycled Content:**

- a. If the products offered herein contain any recycled content, indicate the material and content percentage

Material \_\_\_\_\_ Percentage % \_\_\_\_\_

- b. If the packaging contains any recycled content, indicate here the material and content percentage

Material \_\_\_\_\_ Percentage % \_\_\_\_\_

6. **Samples:** Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no expense to the State within two (2) consecutive calendar days after request is made by the State. A sample will consist of two (2) pallets of water loaded per the specifications above. Any sample provided will be returned to the vendor after inspection is performed if the vendor states the sample must be returned as specified in the instructions to bidders portion of this IFB. The Division of Emergency Management intends to inspect samples at the manufacturing site within the State if needed. If the manufacturing plant is outside the State, then the vendor will ship the specified sample to a location determined by the State, and shipping costs to and from the State are the responsibility of the vendor. Bids which do not comply with these requirements may be subject to rejection.

7. **Pricing:** Bidders shall fill out all information below for the items they are offering. Price shall include the cost of pallets, for the State does not intend to return pallets. All bids are to be submitted FOB anywhere in North Carolina. This does not prevent the State from requesting delivery FOB vendor dock when advantageous to the State. If the State elects to FOB vendor dock, then the vendor shall properly credit the State any shipping charges that are calculated in the bid price. Pricing shall include any costs associated with an order being placed to the vendor 24 hours a day, 7 days a week, 365 days a year.

a. **20 oz. Bottled Water per Specifications**

i. Manufacturer

NIRVANA

ii. Model

20 02 / 24 Pack

iii. UPC

642524 - 122990

iv. Price per bottle

.2267

v. Discount per bottle if FOB vendor dock \_\_\_\_\_

b. **1 Liter Bottled Water per Specifications**

i. Manufacturer

NIRVANA

ii. Model

1 Liter / 12 Pack

iii. UPC

642524 - 122693

iv. Price per bottle

.4092

v. Discount per bottle if FOB vendor dock \_\_\_\_\_

- c. **Tabulation** -- Bid price tabulation by the State shall be based upon an order consisting of 466,560 20 oz. bottled water, and 249,480 1 Liter bottled water FOB anywhere in North Carolina.

8. References: List three (3) references below where similar items were proposed, ordered and shipped to:

Company	Location	Name and Phone Number
State of New Jersey	TAENTON NJ	GARY GERSTENACKER (609) 984-9706
Montgomery City Public Schools	MARYLAND	(301) 840-8170
New York DECAS	New York	Edith Fezzani (212) 669-8589

9. Duration: The duration of this contract shall be for a period of three (3) years.